

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:)
Williams, Terry L. & Averil M.,) Case No. 14-44204-659
)
Debtors,) Chapter 7 Case
)
) Hon. Kathy A. Surratt-States
Nancy J. Gargula,) Chief U.S. Bankruptcy Judge
United States Trustee,)
)
Movant,)
)
vs.)
)
James C. Robinson, Esq., and)
Critique Services, LLC, and)
Beverly Holmes-Diltz,)
)
Respondents.)

MEMORANDUM OF CLARIFICATION

This Memorandum is to clarify statements that the undersigned counsel for Critique Services, LLC and Beverly Holmes-Diltz made regarding the relationship between Critique Services, LLC and attorney James Robinson during the hearing on March 3, 2015.

At the hearing on March 3, 2015, counsel for Critique Services, LLC represented that its relationship with James Robinson complied with the structure established in the July 31, 2007 Settlement Agreement in Adversary Proceeding 05-4254 in Bankruptcy 05-43244-A659-7 (In re Hardge). Counsel represented that Critique Services, LLC did not have employees other than its sole member and that the employees that worked in the building in which Mr. Robinson had his offices and who had interactions with Mr. Robinson's clients (debtors filing mostly Chapter 7

cases) were employees of Mr. Robinson. That is correct. Counsel for Critique Services, LLC also represented that Critique Services, LLC was paid by Mr. Robinson in accordance with invoices that it rendered to him based upon fixed monthly charges (*i.e.*, for use of the name "Critique Services," rent, the provision of business systems) and upon variable monthly charges (*i.e.*, for training staff, supplies, etc.).

Counsel has learned certain details whereby what he represented in Court may have left an incomplete impression upon the Court. First, although Mr. Robinson was billed each month, he did not necessarily pay the billed amount the following month. Some months he paid less than what had been billed and some months he paid more. Over the course of a twelve (12) month period, he never paid more than what was billed.

Second, as part of the payments made by Mr. Robinson to Critique Services, LLC, when a client came into Mr. Robinson's office and paid the fee that Mr. Robinson charged using a debit card, that fee was paid into Critique Services, LLC's bank account. Those amounts were credited to Mr. Robinson's outstanding invoices. The number of debit card payments made this way to Critique Services, LLC would vary each month. They were never the same percentage of clients served by Mr. Robinson each month.

Counsel believes that in spite of these new representations, Critique Services, LLC's conduct complied with the structure established in the July 31, 2007 Settlement Agreement referenced above.

Respectfully submitted,
Attorney for Critique Services, LLC and
Beverly Holmes-Diltz

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CERTIFICATE OF SERVICE

By signature above I hereby certify that I electronically filed the foregoing with the Clerk of the United States District Court, Eastern District of Missouri by using the CM/ECF system, and that a copy will be served by the CM/ECF system upon those parties indicated by the CM/ECF system.

By: /s/ Laurence D. Mass

cc: Terry L. & Averil M. Williams
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